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05/02/11

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE CITY AND COUNTY OF LOS ANGELES**

KAREN CHRISTIANSEN, an
individual; STRATEGIC CONCEPTS,
LLC, a California limited liability
company;

Plaintiffs,

vs.

QUINN, EMANUEL, URQUHART &
SULLIVAN, LLP, a limited liability
partnership; STEVEN G. MADISON;
BEVERLY HILLS UNIFIED SCHOOL
DISTRICT; ORBACH, HUFF &
SUAREZ, LLP, a limited liability
partnership; DAVID ORBACH; DAVID
HUFF; PEOPLE OF THE STATE OF
CALIFORNIA; JULIET SCHMIDT;
and MAX HUNTSMAN,

Defendants.

Plaintiffs complain of defendants and for cause of action allege as follows:

1. At all times pertinent to this action, plaintiff Karen Christiansen has been and is
an individual, residing in the County of Los Angeles; and has been and is the owner,

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JUN 02 2011

John A. Chate, Executive Officer/Clerk
BY Shaunya Wesley, Deputy

6230
90025

BC 462698

Case No. [REDACTED]
COMPLAINT FOR
DECLARATORY RELIEF

CIT/CASE: KC462698 LEA/DEF#:
RECEIPT #: CCH465980051
DATE PAID: 06/02/11 01:56:31 PM
PAYMENT: \$395.00
RECEIVED: 0310

CHECK: \$5.00
CASH:
CHANGE:
CARD:

1 manager, and principal of plaintiff Strategic Concepts, LLC. At all times pertinent to this
2 action, plaintiff Strategic Concepts, LLC, has been and is a California limited liability
3 company, organized and existing under and by virtue of the laws of the State of
4 California, with its principal place of business situated in the County of Los Angeles.
5

6 2. At all times pertinent to this action, defendant Quinn, Emanuel, Urquhart &
7 Sullivan, LLP, has been and is a California limited liability partnership and law firm
8 headquartered and doing business in the County of Los Angeles; defendant Steven G.
9 Madison has been and is a lawyer and a partner in Quinn, Emanuel.

10 3. At all times pertinent to this action defendant Beverly Hills Unified School District
11 (BHUSD) has been and is a school district organized and existing under and by virtue of the
12 laws of the State of California, and situated in the County of Los Angeles.
13

14 4. At all times pertinent to this action, Quinn, Emanuel and Madison have been and
15 are representing the BHUSD as litigation counsel in the actions and proceedings described
16 below.
17

18 5. At all times pertinent to this action, defendant Orbach, Huff & Suarez, LLP, (OHS)
19 has been and is a California limited liability partnership and law firm headquartered and
20 doing business in the County of Los Angeles; defendants David Orbach and David Huff have
21 been and are lawyers and partners in OHS.

22 6. For many years before 2011, OHS, Orbach and Huff represented the BHUSD in
23 various matters, including various transactions between Christiansen and Strategic Concepts
24 on the one hand, and the BHUSD on the other, which are pertinent to this action.

25 7. At all times pertinent to this action, defendants Juliet Schmidt and Max Huntsman
26 have been and are lawyers and Deputy District Attorneys of the County of Los Angeles,
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1 employed in the Public Integrity Division of the District Attorney's Office, and have been
2 and are representing the People of the State of California against Christiansen in the criminal
3 action described below.

4 8. Plaintiff Christiansen has long experience in providing program management
5 services and project management services to school districts, including the BHUSD, in
6 connection with the construction and renovation of their physical facilities.

7
8 9. On or about June 3, 2008, the BHUSD entered into a written agreement with
9 Strategic Concepts under which Strategic Concepts agreed to provide consulting services to
10 the BHUSD for a period ending on June 30, 2009, in connection with various constructions
11 and renovations then under way or contemplated to its physical facilities under a 2002 \$92
12 million bond issue. Strategic Concepts was to provide the personal services of Christiansen
13 and other personnel as needed, and to provide additional services after June of 2008. The
14 agreement included a schedule of hourly rates to be charged and paid for by the BHUSD for
15 services by various categories of personnel; plaintiff Christiansen's personal services were to
16 be charged and paid for at her hourly rate. The June 3, 2008 agreement was drafted by the
17 BHUSD and its attorneys, and was approved by a unanimous vote of the BHUSD's Board of
18 Education.

19
20 10. Plaintiffs fully and satisfactorily performed their services under the June 3, 2008,
21 agreement, and were repeatedly praised and commended by the BHUSD and its Board
22 members and officers, privately and publicly, for their performance.

23
24 11. On or about August 6, 2008, a written amendment was made to the June 3, 2008,
25 agreement, to become effective if a then pending \$334,000,000 bond issue were thereafter
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1 approved by the voters of the BHUSD. The bond issue was to finance further construction
2 and renovation of various physical facilities of the BHUSD.

3 12. Under the amendment, which plaintiffs are informed and believe, and therefore
4 allege, was reviewed by the BHUSD and its attorneys including OHS and Orbach and Huff,
5 and which was approved and adopted by a majority of the members of the Board of the
6 BHUSD at a public meeting on August 6, 2008, plaintiffs were to provide program
7 management services and project management services for the additional renovation and
8 construction projects contemplated by the bond issue for a fee equal to 2% of the overall
9 program budget, and 4.5% of the construction value of each project, as approved by the
10 Board. The total fees which were to be earned by plaintiffs under the amendment, if the
11 bond issue was approved by the voters, were in excess of \$16,000,000.

12
13
14 13. The bond issue was approved by the voters in November of 2008.

15 14. Plaintiffs thereafter commenced providing program management services and
16 project management services for the additional renovation and construction projects contem-
17 plated by the bond issue, and charged and were paid approximately \$2,075,000 by the
18 BHUSD on account of fees incurred through June of 2009.

19 15. During July and August of 2009, through and including August 13, 2009, plaint-
20 iffs provided additional services amounting to \$372,661.82, for which they invoiced the
21 BHUSD, but for which plaintiffs have not been paid.

22
23 16. On many occasions, through and including August 12, 2009, plaintiffs have
24 continued to be praised and commended repeatedly by the BHUSD and its Board members
25 and officers, privately and publicly, for their performance under the amendment.

1 17. On August 13, 2009, without any previous warning or indication of any kind
2 from any representative of the BHUSD, plaintiffs received a letter from a San Francisco law
3 firm claiming to represent the BHUSD, asserting that the law firm had "concluded" that the
4 June 3, 2008, agreement and the August 6, 2008, amendment, and an earlier, expired
5 agreement between plaintiffs and the BHUSD were supposedly "void" under California's
6 "conflict of interest laws" including Government Code §1090, and for supposed "failure to
7 comply with public contracting laws." Based on this conclusion, the law firm asserted on
8 behalf of the BHUSD that the BHUSD would make no further payments to plaintiffs, and
9 demanded that plaintiffs "disgorge and repay" to the BHUSD, within seven days, the sum of
10 \$4,853,184.30, which had allegedly previously been paid to plaintiffs by the BHUSD.
11

12 18. Neither in the letter from the law firm, nor otherwise, has any representative of
13 the BHUSD explained or provided any factual or legal basis whatsoever for the conclusion
14 that plaintiffs' agreements were or are "void," or why plaintiffs were obliged to "disgorge
15 and repay" to the BHUSD, any amount, or how the demanded sum of \$4,853,184.30 was
16 calculated; and indeed there is no basis for, or merit in, any of these contentions.
17

18 19. Also on August 13, 2009, representatives of the BHUSD came to plaintiff's
19 offices and physically took possession of all files, computers and other materials relating to
20 plaintiffs' work for the BHUSD.
21

22 20. In August of 2009, plaintiffs filed a civil action against the BHUSD in the
23 Los Angeles Superior Court, seeking damages of approximately \$7,000,000 and other
24 relief *sub nom. Strategic Concepts and Christiansen v BHUSD*, LASC No. BC 420456.
25 The BHUSD filed what was and is essentially a cross-action against plaintiffs, LASC No.
26 BC420811. The said civil actions have been consolidated and remain pending. They
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1 were intensely litigated, and following the denial of an elaborate motion for summary
2 judgment by the BHUSD, were scheduled to proceed to trial in December of 2010.

3 21. From the time the civil actions were filed in August of 2009, and until
4 approximately October of 2010, the BHUSD was represented in the said civil actions by
5 the law firm of Miller, Brown & Dannis. In or about October of 2010, Quinn, Emanuel
6 and Madison were associated as counsel for the BHUSD in the civil actions, and in or
7 about early December, Miller, Brown & Dannis left the cases and thereafter the BHUSD
8 has been represented in the civil actions solely by Quinn, Emanuel and Madison.

9 21. In December of 2011, just before the civil actions were about to proceed to
10 trial, and without any previous warning to plaintiff Christiansen, she was notified by
11 defendant Schmidt that she and defendant Huntsman had filed a criminal action against
12 her on behalf of the People, alleging that her participation in the same transactions that were
13 the subject of the civil actions constituted felonies under Government Code §§1090 and
14 1097. Thereupon, defendant Madison successfully moved to stay and postpone the trial of
15 the civil actions until after the resolution of the criminal action. The criminal action has
16 been and remains pending against plaintiff Christiansen *sub nom. People v. Christiansen*,
17 LASC No. SA075027. The civil actions have been and remain stayed until now.

18 22. Plaintiffs later learned that the institution of the criminal action was instigated
19 and prompted, unbeknownst at the time to plaintiffs, by the BHUSD and its lawyers.
20 Letters were sent in June and October of 2010, unbeknownst at the time to plaintiffs, by
21 Miller, Brown & Dannis to the District Attorney, urging the institution of criminal
22 proceedings. Since the criminal action was filed, lawyers from Quinn, Emanuel have
23 attended all proceedings therein and have participated actively in those proceedings.
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1 23. Among the accusations made by the BHUSD against plaintiff Christiansen in
2 the civil actions is that she supposedly induced defendants Orbach and Huff to violate
3 their professional and fiduciary duties to the BHUSD, and to betray their long-time client,
4 by secretly and surreptitiously providing legal advice and representation to Christiansen
5 against the BHUSD in connection with the August, 2008 amendment to the Agreement
6 between Strategic Concepts and the BHUSD. The People have made the same accusation
7 against Christiansen in the criminal case.
8

9 24. The criminal action was scheduled to proceed to trial on May 26, 2011. On
10 May 25, a readiness conference was held. The criminal trial was postponed to July 25,
11 2011. Also on May 25, 2011, plaintiff received a copy of the People's 55-page trial brief,
12 signed by defendants Schmidt and Huntsman. The trial brief contains several references
13 to the accusation of betrayal of the BHUSD by Orbach and Huff, as described in the
14 foregoing paragraph. A copy of the pertinent portions of the trial brief is attached hereto
15 as Exhibit A.
16

17 25. On May 25, 2011, plaintiffs also received a copy of an email chain between
18 defendants Schmidt and Huntsman on the one hand, and Heather Rosing, Esq., on the
19 other hand. A copy of the email chain is attached hereto as Exhibit B (to be read from the
20 bottom up). Heather Rosing is a member of a law firm specializing in the defense of
21 legal malpractice claims. She and her firm have been retained by OHS, Orbach and Huff
22 to represent them in a suit for legal malpractice which Quinn, Emanuel and Madison have
23 expressly declared, in writing, they intend to bring against them on behalf of the BHUSD,
24 based on the accusation described above in paragraph 23.
25

26 26. The email chain discloses that:
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1 a) between May 17 and May 25, 2011, defendant Schmidt asked Rosing's firm to
2 find employment for her nephew, who was about to graduate from Pepperdine Law
3 School, and offered advice as to how OHS and Orbach and Huff might avoid liability to
4 the BHUSD for malpractice, but asking that Rosing not disclose her communications to
5 the BHUSD, which was and is Schmidt's "victim" in the criminal case;

6
7 b) Rosing told Schmidt that the claims in the People's trial brief, and which they
8 intended to present at the trial of the criminal action, concerning the dealings of Orbach
9 and Huff with respect to Christiansen's contract, and their supposed betrayal of the
10 BHUSD, were false, and could be demonstrated by documents in the possession of
11 Orbach and Huff and by their testimony, to be false;

12
13 c) Orbach and Huff were precluded from disclosing the documents or providing
14 the testimony only because Quinn, Emanuel, Madison and the BHUSD were asserting
15 that the documents and testimony were supposedly subject to the attorney-client
16 privilege, which they said the BHUSD had not waived and would not waive.

17 27. Despite the contents of this email from Heather Rosing, neither the People in
18 the criminal action, nor the BHUSD in the civil actions, have offered to withdraw the
19 false accusations.

20
21 28. Plaintiffs have pointed out to Orbach, Huff, OHS and Rosing that in view of
22 the express declaration by the BHUSD and its attorneys that they intend to sue them for
23 legal malpractice over these transactions, and in view of the express provisions of
24 Evidence Code §958, the attorney-client privilege does not apply, and plaintiffs have
25 requested that they provide the documents and testimony, both in the civil actions and the
26 criminal action, that would prove the falsity of the allegations being made concerning
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28

1 their dealings with Christiansen and her contracts, but they have refused to do so unless
2 ordered to do so by a Court.

3 29. The BHUSD and Quinn, Emanuel and Madison want the criminal action to
4 be pursued by the People, even though it is based in part on accusations and allegations
5 they know to be false, because they anticipate that if Christiansen is convicted of feloni-
6 ously engaging in any of the same transactions that are the subject of the civil actions, she
7 will be prevented from succeeding in the civil actions, and the BHUSD will thereby be
8 falsely and unjustifiably relieved of its liabilities to her which are greatly in excess of
9 \$7,000,000. They are therefore wrongfully insisting on asserting a non-existent attorney
10 client privilege which would prevent disclosure, both with respect to the letter threatening
11 legal malpractice against OHS, Orbach and Huff, and also with respect to the documents
12 and testimony which would prove the falsity of their allegations and the People's
13 allegations.
14

15
16 30. Plaintiffs cannot obtain adequate relief in either the criminal action or the civil
17 actions, for at least the following reasons:

18 a) Although in order properly to prepare her defense to the criminal charges,
19 plaintiff Christiansen needs to have her entitlement to the evidence determined, and to
20 obtain the evidence, in advance of the criminal trial, there are no proceedings scheduled
21 or available in the criminal action by which she could do so until the trial;
22

23 b) There are no proceedings scheduled or any further pre-trial discovery available
24 in the civil actions, which have been stayed until after the conclusion of the criminal
25 action;
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1 c) Plaintiffs need a declaration concerning the claim of attorney client privilege
2 which will bind all of the defendants, but the People are not parties to the civil actions,
3 the BHUSD is not a party to the criminal action, OHS, Orbach and Huff are not parties to
4 either action, and Quinn, Emanuel, Madison, Schmidt and Huntsman are not parties to
5 either the civil actions or the criminal action;
6

7 d) Although plaintiffs are aware from the email chain of the existence and
8 general tenor of the documents and information in the possession of OHS, Orbach and
9 Huff, they have not seen them and do not know the details of said documents and
10 information; furthermore, plaintiffs do not presently know exactly what procedural or
11 substantive arguments each of the defendants will advance in opposition to plaintiffs'
12 claims herein; even if plaintiffs were able to institute proceedings to obtain the docu-
13 ments and testimony in both the criminal action or the civil actions, there would
14 obviously be the possibility of differing or even inconsistent rulings.
15

16 31. An actual controversy has therefore arisen and now exists between plaintiffs
17 on the one hand and defendants on the other, concerning their rights and duties in the
18 premises.
19

20 32. Plaintiffs contend as follows:

21 a) Under Evidence Code §958, which provides that, "There is no privilege under
22 this article as to a communication relevant to an issue of breach, by the lawyer or by the
23 client, of a duty arising out of the lawyer-client relationship," and in light of the express
24 declaration by the BHUSD and Quinn, Emanuel and Madison on its behalf accusing OHS,
25 Orbach and Huff and threatening to sue them for legal malpractice on that account, there
26 is no attorney-client privilege with respect to any documents or testimony by Orbach or
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1 Huff relevant to their dealings with respect to Christiansen's contract, and their supposed
2 betrayal of the BHUSD;

3 b) The assertion by the BHUSD and Quinn, Emanuel and Madison on its behalf,
4 that OHS, Orbach and Huff are precluded by the attorney-client privilege from disclosing
5 the letter threatening to sue them for malpractice, and the documents and information
6 relevant to their dealings with respect to Christiansen's contract, and their supposed
7 betrayal of the BHUSD, is made in bad faith and for the improper purpose of allowing the
8 People to obtain a criminal conviction of Christiansen on the basis of accusations which
9 they know to be false, and cannot be accepted by this Court or any Court; Evidence Code
10 §956, which provides that, "There is no privilege under this article if the services of the
11 lawyer were sought or obtained to enable or aid anyone to commit or plan to commit a
12 crime or a fraud," reflects a legislative determination that the public policy considerations
13 underlying the attorney-client privilege are subject and subordinate to the public policy
14 considerations prohibiting crime or fraud; and while the communications in this case may
15 not originally have been made to aid in the commission of a crime or fraud, the BHUSD
16 and its lawyers may not now invoke the attorney-client privilege, even if it were otherwise
17 applicable, to prevent disclosure of the true facts and therefore aid in the attempted
18 perpetration of a fraud in the civil actions and the attempted obtaining of a fraudulent
19 conviction of plaintiff Christiansen in the criminal action;

20 c) The People, Schmidt and Huntsman are not entitled to preclude or prevent
21 plaintiffs from obtaining and introducing into evidence at the criminal trial documents and
22 testimony demonstrating the falsity of the accusations made in the People's trial brief
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1 concerning the dealings of OHS, Orbach and Huff with respect to Christiansen's contract,
2 and their supposed betrayal of the BHUSD;

3 c) Plaintiffs are entitled forthwith, and before the criminal trial, to a determination
4 that the said documents and information are not covered by or subject to an attorney-client
5 privilege, and that plaintiffs are entitled to obtain from OHS, Orbach and Huff all of the
6 documents and information in their possession relevant to these issues, including without
7 limitation the letter threatening to sue them for malpractice, and the documents and
8 information relevant to their dealings with respect to Christiansen's contract, and their
9 supposed betrayal of the BHUSD; and in any event to compel by subpoenas duces tecum
10 their attendance, their production of the documents, and their testimony at the trial of the
11 criminal action and the trial of the civil actions, and to introduce said documents and
12 testimony into evidence at each of said trials.


13
14
15 33. Plaintiffs are informed and believe, and therefore allege, that defendants
16 contend to the contrary.

17 WHEREFORE, plaintiffs pray:

18 1. For a declaration in accordance with their contentions;
19 2. For costs of suit herein; and
20 3. For such other and further or different relief as to the Court may seem just and
21 proper.
22

23 Dated: June 2, 2011

HILLEL CHODOS
PHILIP KAUFER

24 By 
25 Hillel Chodos
26 Attorneys for Plaintiffs
27
28


1 as may be presented to the court.

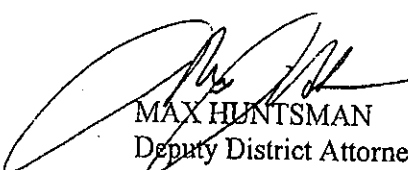
2 Dated: May 24, 2011

3
4 Respectfully submitted,

5 STEVE COOLEY
6 DISTRICT ATTORNEY

7 By:

8 
9 JULIET SCHMIDT
Deputy District Attorney

10 
11 MAX HUNTSMAN
12 Deputy District Attorney

1 for work that she indicated she had done between February 1, 2007, and March 15, 2007.
2 Christiansen received \$15,575 from JCI in April of 2007, for 89 claimed hours of work, but
3 provided no documentation. Her invoice in the amount of \$15,575 stated "Project Planning-Karen
4 Christiansen; 89 hours at a rate of \$175 per hour. On March 28, 2007, after Brad Harlow observed
5 that they had agreed to forty hours of work and she had submitted an invoice for eighty-nine with
6 no back-up, Christiansen emailed, "...I've already spent more time on your behalf than any one
7 should." Mr. Harlow replied, "Karen, please clarify the hours for me. Are you referring to the
8 hours spend (sic) Newport-Mesa on our behalf or the BHUSD projects?" Between March 28,
9 2007, and April 6, 2007, Christiansen appears to have signed a contract for services at \$175 per
10 hour, with a maximum of 120 hours of "Pre-Project Development Activities," 120 hours of
11 "Project Development Activities," and no maximum for "Project Implementation Phase."
12

13 **Count 6-The 2008 Bond Measure Contract and the Defendant's Participation as**
14 **Director of Facilities and Planning**
15

16 As part of her duties as Director of Facilities and Planning, the defendant was responsible
17 for long term construction planning. In 2007 and 2008 she supervised the drafting of a document
18 setting forth future construction needs and their likely cost, called "The Master Plan." In 2008 the
19 defendant aggressively encouraged her supervisors and the board not to use the annual budget to
20 address these needs gradually, but to borrow millions of dollars to do the construction immediately
21 and repay the loans by convincing tax payers to extend taxes that were due to expire. On July 29,
22 2008, the Board approved submitting the bond request to voters as Christiansen recommended.
23 However, the Board initially balked when she asked them to increase her \$170,000 annual pay to a
24 multi-million dollar percentage of the bond in exchange for overseeing the work. On August 6,
25 2008, the Board awarded her the contract she requested, contingent on the passage of the bond
26

1 measure. On November 4, 2008, Bond Measure E passed and the defendant began drawing in
2 excess of \$200,000 a month from the District to begin planning. Although minimal construction
3 was actually completed, the defendant's company, Strategic Concepts received approximately \$2
4 million dollars before a legal objection was raised to the arrangement in the summer of 2009.

5
6 The defendant's efforts to obtain approval for the massive bond undertaking in order to
7 receive a percentage for herself were aggressive and extensive. She had complete control over the
8 Master Plan that formed the basis for the bond issue and thus determined the amount of her
9 planned percentage fee for management.

10 More importantly, the entire concept of a bond issue was formulated by the defendant
11 despite repeated direction from her supervisor to cease her efforts until the Board had given
12 direction. In response to repeated pressure from the defendant to advance the Master Plan and
13 convince the Board to conduct a survey on the public's willingness to take on additional debt, the
14 Superintendent made the following comments in emails:

15
16
17 April 9, 2008 "Only one board member responded and that was in the negative
18 ...so the answer is still no

19 April 11, 2008: "No, it needs to come from me as I have just asked them the
20 same question" (*in response to the defendant's request for*
21 *permission to contact the board directly and followed by the*
22 *defendant contacting a board member directly anyway*)

23
24 April 16, 2008 "That made more sense when you were in the midst of bond
25 construction, but I don't think it serves now. It will only look
26 like you are trying to drum up future business."

06/02/11

1 May 15, 2008 "The Board asked you to stop the Facilities Master Plan and by
2 your reading it looks like you are disregarding what the Board
3 asked. Call me."

4 May 27, 2008 "As I told you, I will not be asking the Board again before the
5 study session."

6
7
8 On July 9, 2008, the defendant used the "study session" to convince the Board to move on the
9 bond measure by conducting a survey into voter willingness. In response, she received this email
10 from the company she had already arranged the survey with: "You choreographed the meeting last
11 night perfectly!"

12 That the defendant did all this because of a financial interest is best summarized by the
13 defendant herself in a July 29, 2008, email after the Board initially refused to pay her the millions
14 she asked for to oversee the bond work:

15
16 "Can't wait for my competitors to start arriving at the DOI'm glad I could help
17 keep the BHUSD kids safe (my kid too, tho) by breaking my butt for the last 3
18 months while still giving my competition the opportunity to charge BHUSD more
19 money than I would and not have the program knowledge ...seems like a good
deal to me...all I asked was a promise...AND they can fire me anytime ... when it
goes back I NEED some clause that gives the contract some security..."

20 Although the defendant sent the email to the District Superintendent, she surreptitiously
21 sent the email to the law firm of Orbach, Huff, and Suarez. This firm was paid by the district to
22 provide legal advice to BHUSD. However, instead of advising the Board that their gut feeling
23 about the contract was correct and briefing them on Government Code section 1090, the lawyers
24 provided special assistance to the defendant. The next day at 10:00 a.m. the lawyer who received
25 this email, and had previously received bikini pictures of the defendant, emailed the
26 Superintendent in support of Christiansen. By noon his partner was editing an email the defendant

1 had drafted to sell her case and was also drafting modifications to her proposed contract that would
2 make it harder for the district to terminate the agreement in the future. All this was done without
3 the knowledge of BHUSD, the firm's supposed client, but with the defendant's full knowledge.

4 II

5 APPLICABLE LAW REGARDING GOVERNMENT CODE SECTION 1090 TO 6 CHRISTIANSEN'S CASE 7

8
9 In order for a jury to find the defendant to guilty with respect to counts three through six, violations
10 of Government Code section 1090, the People must establish that Christiansen participated in the
11 making of contracts in which she had a financial interest. The People will provide the court with a
12 set of proposed jury instructions modified from those used by the Honorable Michael Johnson in
13 *People v. Wong* (2010) 186 Cal. App. 4th 1433, upheld on appeal. Government Code section 1090
14 places a heavy burden on public employees and its broad reach has been repeatedly upheld by courts.
15 The defendant used her position as Director of Facilities and Planning to participate in the process of
16 making contracts with both the classic financial interests: **indirect** in the case of the side deal she
17 negotiated with JCI and **direct** when she caused the district to contract directly with her for services
18 on a bond she was instrumental in causing to be issued and in setting the value of.
19

20 Section 1090's prohibition against conflicts of interest has been very broadly construed by
21 the courts. "No man can serve two masters." *Matthew* 6:24 *Cf. People v. Darby*, 114 Cal.App.2d 412
22 (1952). "The statute is . . . directed not only at dishonor, but also at conduct that tempts dishonor."

23 *Id.*

24 In construing the "making" of a contract broadly, the court in *City Council of San*
25 *Diego v. McKinley, supra*, 80 Cal.App.3d at 212, stated,
26

06/02/11

From: "MaxHunts@da.lacounty.gov" <MaxHunts@da.lacounty.gov>
To: "HRosing@Klinedinstlaw.com" <HRosing@Klinedinstlaw.com>, "Philip Kaufler"
<philip@kauflerlaw.com>
Cc: "juliet.schmidt@gmail.com" <juliet.schmidt@gmail.com>
Subject: RE: [REDACTED] (Orbach Huff)

Dear Ms. Rosing (Mr. Kaufler, I'm cc'ing you so you'll have these emails, although you may already),

Thank you for your email. I certainly hope all public works won't stop if a BHUSD Director of Facilities and Planning is convicted of violating Government Code section 1090/1097. Perhaps we'll have the opportunity to find out. As Mr. Kaufler and I were discussing just this morning, conflict of interest provisions do seem to be at odds with the current practices of some public agencies. But my office convicted a high ranking official at LAUSD not long ago for similar conduct and the sky doesn't seem to have fallen.

I understand your assertion of the privilege makes supporting your client's factual claims difficult. However, in one paragraph you state that you believe the attorney-client privilege does not apply and make a factual claim that is not supported in the attached emails. Do you mean to say that Ms. McVeigh orally asked Mr. Huff whether Ms. Christiansen's rates were reasonable on July 29th and he then sent her an email the following day saying, "yes?" Or did this communication happen in an email that I do not have? If you have such an email and believe it is not privileged, by all means please send it to me.

The paragraph I'm referring to is:

"Your claim that Mr. Huff's e-mail to Ms. McVeigh was in support of Ms. Christiansen is also inaccurate. Because the e-mail was disclosed in discovery, any privilege related to the subject matter of the e-mail has been waived. The e-mail was in direct response to Ms. McVeigh's request from the night before that Mr. Huff let her know whether Ms. Christiansen's fees were reasonable. Based upon Mr. Huff's expertise in the area, including his familiarity with similar contracts for other California school districts, there was only one way for Mr. Huff to respond to Ms. McVeigh's request—the rates in the 2008 Amendment were well within market averages for such services. Your inference that Mr. Huff's e-mail was unsolicited is simply false. Further, the fact that the response was beneficial to Ms. Christiansen's interests is irrelevant as Mr. Huff was providing an accurate response to a legitimate request from the District. Last, this was not the only e-mail on this point between Ms. McVeigh and Mr. Huff. Unfortunately, we cannot disclose the content of the other e-mails because we have been instructed by the District not to."

Thank you,
Max Huntsman

Pa B

To: "juliet schmidt" <juliet.schmidt@gmail.com>
cc: <maxhunts@da.lacounty.gov>, "Dan S. Agle" <DAgle@Klinedinstlaw.com>

Subject: RE: [REDACTED] (Orbach Huff)

Juliet:

We received a copy of your trial brief in the Christiansen criminal matter and we are compelled to respond. The Beverly Hills Unified School District ("District") was fully aware of OHS's involvement with Ms. Christiansen's 2008 Agreement and the Amendment thereto. Any statement made to the contrary is false. Because the District has instructed Mr. Orbach and Mr. Huff to maintain all privileges, it has materially diminished what they may present to rebut the baseless accusations included in your trial brief in the upcoming trial.

Despite Mr. Orbach and Mr. Huff's ethical duty to protect the privilege, which they intend to honor unless instructed by the Judge Champagne to do otherwise, what we can provide you with are some publicly available or distributed documents that objectively demonstrate the allegations you have stated in the trial brief regarding Mr. Orbach and Mr. Huff are untrue.

(1) Your false statements regarding Mr. Orbach and Mr. Huff begin in the trial brief at 8:20-21 where you stated that Ms. Christiansen sent OHS an e-mail surreptitiously. Because of the instruction from the District to maintain all privileges, we cannot inform you of the conversation between OHS and the District about this e-mail; however, we can affirmatively state that one occurred.

(2) We do not understand your specific reference to a "gut feeling about the contract" or the alleged need to brief the Board on Government Code section 1090, but we must address what we believe to be your general charge here. The theory you are pursuing against Ms. Christiansen based upon a Section 1090 violation, if successful, will likely bring all public works in the State of California to a halt. We trust you realize that on a daily basis, hundreds of construction managers are asked by their agencies to provide guidance on whether to execute change orders to existing construction contracts. If a change order is accepted by an agency that has been negotiated and recommended by the construction manager, the construction manager will then receive an increased fee, either as a percentage or through an hourly rate. Thus, under the Section 1090 theory at work here, these construction managers are financially interested in the contract they are assisting the agency make with the contractor.

The same will be more confounding for every Architect of Record in the State. Under Title 24 of the California Code of Regulations, the Architect of Record is required by law to participate in the change order process. If the change order is approved by the agency, the Architect of Record receives an "additional services fee" once that change order work is designed, as well as during its construction. In other words, for an Architect of Record to discharge his/her legal obligations, he/she will need to violate Section 1090 or provide the services for free.

Under the Section 1090 theory you are advancing in Count 6, what will now need to occur is that a construction manager or architect will negotiate or design a change order on behalf of an agency, recommend it be accepted, and, if accepted, the agency will have to hire a second construction manager or architect to oversee that element of the work because the first construction manager or architect has a financial interest in the change order. Under your theory, this would be required whether the change order be for \$100 or \$1,000,000. This will result in tremendous waste of the public fisc and endless coordination of responsibility disputes. Further, Title 24 of the California Code of Regulations will have to be re-written.

It is well within the best interests of public agencies as well as that of the public fisc that a consultant with a long record of successful service to that agency be able to seek amendments to existing professional service contracts to provide additional work. Therefore, OHS did not have a "gut feeling" that Ms. Christiansen and District staff seeking a contract amendment for Ms. Christiansen to provide these services was out of line with the customary standard of practice or that it violated any law.

(3) You next allege at 8:23-9:2 that OHS provided "special assistance" to Ms. Christiansen. These statements are untrue. OHS provided its comments on the 2008 Amendment to the District by way of Ms. Christiansen, as was customary on all matters, and all of the suggested revisions were intended to benefit the District. The fact that the District knew the comments were coming from OHS is evidenced by Ms. Christiansen's July 30, 2008 e-mail to Ms. McVeigh where Ms. Christiansen explicitly notes that the comments are from OHS. As you will see, some of the suggestions also allay Ms. Christiansen's concerns as expressed in her e-mail to Ms. McVeigh (as cited in your brief at 8:16-19). Because the District has instructed OHS to preserve the privilege, we cannot provide further information or documents we have in our possession to illustrate the District's knowledge and consent to OHS's involvement with the 2008 Amendment, but there are additional documents, including specific billing entries, and testimony that show the District had full knowledge of OHS's involvement.

Your claim that Mr. Huff's e-mail to Ms. McVeigh was in support of Ms. Christiansen is also inaccurate. Because the e-mail was disclosed in discovery, any privilege related to the subject matter of the e-mail has been waived. The e-mail was in direct response to Ms. McVeigh's request from the night before that Mr. Huff let her know whether Ms. Christiansen's fees were reasonable. Based upon Mr. Huff's expertise in the area, including his familiarity with similar contracts for other Californiaschool districts, there was only one way for Mr. Huff to respond to Ms. McVeigh's request—the rates in the

2008 Amendment were well within market averages for such services. Your inference that Mr. Huff's e-mail was unsolicited is simply false. Further, the fact that the response was beneficial to Ms. Christiansen's interests is irrelevant as Mr. Huff was providing an accurate response to a legitimate request from the District. Last, this was not the only e-mail on this point between Ms. McVeigh and Mr. Huff. Unfortunately, we cannot disclose the content of the other e-mails because we have been instructed by the District not to.

The statement that OHS did not advise the Board concerning potential issues with the 2008 Amendment is also false. Unfortunately, the information that would prove the falsity of that assertion is, again, protected by the privilege and counsel for the District has directed OHS to preserve the privilege. Suffice to say that the a Board Member was provided with advice from OHS during one of the breaks in the July 29, 2008 Board meeting that would have been detrimental to Ms. Christiansen's proposed 2008 Amendment had it been followed. Furthermore, a review the Minutes of that meeting, illustrate that Mr. Huff advised the Board of the possibility of pursuing the bond in the March 2009 election, instead of November 2008. If Mr. Huff were truly providing support for Christiansen, he would not have suggested a delay putting the bond measure on the ballot.

You also state that Mr. Orbach drafted modifications to the Amendment to make it harder for the District to terminate the Agreement in the future. It is unclear what you mean by harder, but the reason Mr. Orbach made this change is found right above the allegation in your trial brief at 8:16-19. Ms. Christiansen was furious with the Board and demanded as a condition of continuing to provide any services to the District that "when" the Amendment "goes back [to the Board]" that she receive "some clause that gives the contract some security." Consequently, she demanded the next day that the termination for convenience clause be deleted. Mr. Orbach would not agree to that demand, but did agree to extend the termination notice duration. The reason Mr. Orbach did so is both protected by the privilege and arguably work product, so we are precluded from explaining it further by the District's instruction. Even honoring the protection of those privileges, we are able disclose Ms. McVeigh's July 30, 2008 e-mail exchange with Ms. Christiansen, after Mr. Orbach's modifications were forwarded to Ms. McVeigh, which conclusively illustrates that Ms. McVeigh knew OHS was revising the terms related to "notice and payout" upon termination for convenience. This e-mail was disclosed during the deposition of Ms. McVeigh.

Though the claims related to the other agreements were amended out of your complaint, we would also like to share with you that the District did know of OHS's involvement with those agreements. Specifically, as for the 2008 Agreement, Ms. Christiansen's attorney wrote to Mr. Orbach on February 19, 2008 and plainly set forth the relationship of the parties in this transaction - OHS was identified as the District's counsel. You will note that Cheryl Plotkin, the District's Assistant Superintendent for Business Services, that is, the District's chief contracting officer, was copied on the e-mail. This e-mail clearly demonstrates that Ms. Plotkin was aware of Mr. Orbach's involvement in the 2008 Agreement.

(4) You conclude that "All this was done without the knowledge of BHUSD, the firm's supposed client, but with the defendant's full knowledge." (9:2-3.) As evidenced by the attached documents, the District had full knowledge of OHS's involvement and actions. Further, there is additional evidence that Mr. Orbach and Mr. Huff cannot disclose which unmistakably disproves your conclusion.

(5) The manner in which you have used the existence of the bikini photos sent in 2006 that then allegedly influenced actions taken in 2008 paints an inaccurate and misleading picture. You should already know that Ms. Christiansen shared those pictures with dozens of people. As Mr. Huff previously testified, Ms. Christiansen showed him and others those pictures the evening before by passing around her cell phone at a table of approximately eight District and OHS employees. The next morning, she sent the picture to both Mr. Huff and Mr. Orbach, entirely unsolicited. Furthermore, we understand Ms. Christiansen openly used the same picture as her desktop picture on her computer in her District office. Her sharing of the photos was not out of the ordinary for Ms. Christiansen and does not evidence an atypical relationship between Mr. Huff and Ms. Christiansen. You may not know that Ms. Christiansen's relationship with some of the Board members was similarly colorful. For example, at least one Board member who testified at the Preliminary Hearing referred to Ms. Christiansen as "DD" in reference to her breasts.

We hope you can understand the position an attorney is in when a designated client representative has a propensity to engage in jokes and exchanges that can sometimes be perceived as sexual in nature. The attorney—who serves at the sole discretion of the client—has little option but to play along, or otherwise risk losing the relationship. Importantly, these banters were just that—harmless banter. At no time did the relationship between Ms. Christiansen and the OHS attorneys go beyond joking via e-mail and joking in groups at social affairs. This is simply how Ms. Christiansen behaved, not only with members of OHS, but with all levels of representatives at the District as well.

In light of the information we have provided, your presentation of the theory advanced in your trial brief—related to OHS—is both inaccurate and unnecessarily damaging to OHS, Mr. Orbach, and Mr. Huff. In light of your duties as an officer of the court, and the inaccuracies of your theory related to this firm and these gentlemen, we request that you refrain from raising these issues in the criminal trial. As stated by the Supreme Court, the prosecutor's duty "in a criminal prosecution is not that it shall win a case, but that justice shall be done." (*Berger v. United States* (1935) 295 U.S.78, 88.) The Court went on to explain that while the prosecutor "may strike hard blows, he is not at liberty to strike foul ones." (*Id.*) The conduct of the prosecutor in *Berger* which "overstepped the bounds of propriety and fairness which should characterize the conduct of such an officer" included "misstating the facts on his cross-examination . . . [and] of assuming prejudicial facts not in evidence." (*Id.* at 84.) If your legal theory of Section 1090 as it relates to Count 6 is correct, there is absolutely no need to include the false and damaging facts that you included in your trial brief, especially given the fact that the

District has effectively handcuffed Mr. Orbach and Mr. Huff's ability to rebut the false accusations with disclosure of the true facts.

Based upon the foregoing, it is clear that your assertions in the trial brief as they relate to OHS are false. At a minimum, the evidence we have provided would impeach your argument that the District had no knowledge of OHS's involvement with the 2008 Amendment. Therefore, we believe that the information we have provided raises Brady obligations for your office.

I called and e-mailed you to discuss these issues prior to the filing of your trial brief, but received no response to my call or e-mail. Feel free to give me a call if you would like to discuss these issues further.

Very Truly Yours,

Heather Linn Rosing
SHAREHOLDER AND CFO
KLINEDINST PC
501 West Broadway, Suite 600
San Diego, California 92101
619/239-8131, ext. 2229<tel:619%2F239-8131%2C%20ext.%202229>
619/238-8707<tel:619%2F238-8707> (Facsimile)
&
KLINEDINST PC
777 South Figueroa, Suite 4700
Los Angeles, California 90017
213/607-2115, ext. 2229<tel:213%2F607-2115%2C%20ext.%202229>
213/607-2116<tel:213%2F607-2116> (Facsimile)
Mobile: 619/990-5566<tel:619%2F990-5566>
Hrosing@KlinedinstLaw.com<mailto:Hrosing@KlinedinstLaw.com>

LOS ANGELES * SAN DIEGO * SANTA ANA * SACRAMENTO

From: juliet schmidt [mailto:juliet.schmidt@gmail.com]
Sent: Thursday, May 19, 2011 3:27 PM
To: Heather L. Rosing
Subject: Re: [REDACTED] (Orbach Huff)

Heather,

You need to start with the California Supreme Court case of People v. Maria Chacon regarding counsel's bad advice regarding a Government Code section 1090 violation. I do think in that case we could have prosecuted Beltran for aiding and abetting the 1090 violation. Also, the BHUSD's theory is that Huff and Orbach surreptitiously were involved in drafting Christiansen's amendment to her contract. The school board

approved it, so I don't see a cause of action. Please do not let BHUSD know that I am communicating with you, because they are my victim in the criminal case. I am preparing motions in limine regarding involvement by counsel in drafting a contract that violates section 1090. When it is filed, you are wellcome to a copy.

Juliet

On Tue, May 17, 2011 at 12:19 PM, Heather L. Rosing
<HRosing@klinedinstlaw.com<mailto:HRosing@klinedinstlaw.com>>>wrote:

Hi, Juliet. This is Heather Rosing, the lead attorney on the Orbach Huff matter. I left you a message this morning too in response to your VM message to Chad. I look forward to talking to you. Thanks!

Heather Linn Rosing
SHAREHOLDER AND CFO
KLINEDINST PC
501 West Broadway, Suite 600
San Diego, California 92101
619/239-8131, ext. 2229<tel:619%2F239-8131%2C%20ext.%202229>
619/238-8707<tel:619%2F238-8707> (Facsimile)
&
KLINEDINST PC
777 South Figueroa, Suite 4700
Los Angeles, California 90017
213/607-2115, ext. 2229<tel:213%2F607-2115%2C%20ext.%202229>
213/607-2116<tel:213%2F607-2116> (Facsimile)
Mobile: 619/990-5566<tel:619%2F990-5566>
Hrosing@KlinedinstLaw.com<mailto:Hrosing@KlinedinstLaw.com>

LOS ANGELES * SAN DIEGO * SANTA ANA * SACRAMENTO

From:juliet schmidt
[mailto:juliet.schmidt@gmail.com<mailto:juliet.schmidt@gmail.com>]
Sent: Tuesday, May 17, 2011 12:12 PM
To: Robert J. Hatem, Esq.
Cc: [REDACTED]
Subject: [REDACTED]

Dear Mr. Hatem,

I recently met your associate Chad Geving in court on the BHUSD case, in which you are representing the attorneys who drafted the contracts that were made by Karen Christiansen. I am the Deputy District Attorney prosecuting her for conflicts of interest.

I would like to speak to the attorney who is handling the case and provide him or her case law that might exonerate attorneys Huff and Orbach from a malpractice claim.

Chad and I talked for a while, and he told me that your firm specializes in legal malpractice. My nephew, [REDACTED] is graduating on Friday at the top of his class at Pepperdine Law School, where he received a full merit scholarship for the 3 years he studied there. I spoke to him, and he is very interested in legal malpractice and would love the opportunity to join your firm. Chad told me that you are the hiring partner, and gave me your name. Please let me know if there is a possibility that he could get hired by your firm.

I appreciate your cooperation.

Sincerely,

Juliet Schmidt

Deputy District Attorney

Public Integrity Division

NOTICE: This e-mail (including any files transmitted with it) is being sent by a law firm. It is intended only for the individual or entity to which it is addressed and may contain information that is proprietary, privileged, confidential or otherwise exempt from disclosure under applicable Federal or State Law. If you are not the named addressee or the employee or agent responsible for delivering this e-mail to the named addressee, be advised that you have received this e-mail in error and you are prohibited from any dissemination, distribution or copying of this e-mail. If you have received this e-mail in error, please immediately contact the sender by reply e-mail, telephone, or facsimile.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Hillel Chodos (32090) Philip Kaufler (81160) 1559 S. Sepulveda Blvd. 8383 Wilshire Blvd., Suite 830 Los Angeles, CA 90025 Beverly Hills, CA 90211		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES JUN 02 2011 John A. Chace, Executive Officer/Clerk BY <u>Shaunyn Wesley</u> , Deputy	
TELEPHONE NO.: (310) 473-8666 FAX NO.: (310) 473-2726 ATTORNEY FOR (Name): Christiansen and Strategic Concepts		CASE NUMBER: 00462698 JUDGE: _____ DEPT: _____	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: _____ CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central			
CASE NAME: KAREN CHRISTIANSEN, et al. v. QUINN, EMANUEL etc., et al.			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input checked="" type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☐ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **ONE**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 2, 2011

HILLEL CHODOS

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE:

KAREN CHRISTIANSEN, et al. v. QUINN, EMANUEL, etc., et al.

CASE NUMBER

**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES ☐ NO CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL _____ ☐ HOURS/ ☐ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

SHORT TITLE: KAREN CHRISTIANSEN, et al. v. QUINN, EMANUEL, etc., et al.	CASE NUMBER
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A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels_____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer- Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

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Judicial Review (Cont'd.)

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input checked="" type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: KAREN CHRISTIANSEN, et al. v. QUINN, EMANUEL, etc., et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE		ADDRESS:	
<input checked="" type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		1559 S. Sepulveda Blvd.	
CITY: Los Angeles	STATE: CA	ZIP CODE: 90025	

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Los Angeles courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: June 2, 2011


(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.